

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
TRAVELERS CASUALTY AND SURETY  
COMPANY as Administrator for  
RELIANCE INSURANCE COMPANY,

Plaintiff,

against -

THE DORMITORY AUTHORITY OF  
THE STATE OF NEW YORK, TDX  
CONSTRUCTION CORP., and KOHN,  
PEDERSON, FOX & ASSOCIATES, P.C.,

Defendants.

-----X  
DORMITORY AUTHORITY OF THE STATE OF  
NEW YORK,

Third-Party Plaintiff,

- against -

TRATAROS CONSTRUCTION, INC. and  
TRAVELERS CASUALTY SURETY COMPANY,

Third-Party Defendants.

-----X  
TRATAROS CONSTRUCTION, INC. and  
TRAVELERS CASUALTY AND SURETY  
COMPANY,

Fourth-Party Plaintiffs,

- against -

CAROLINA CASUALTY INSURANCE COMPANY,  
et al.

Fourth-Party Defendants.

-----X  
KOHN PEDERSON FOX ASSOCIATES, P.C.

Third-Party Plaintiff,

07 Civ. 6915 (DLC)  
ECF CASE

**ANSWER OF WEIDLINGER  
ASSOCIATES CONSULTING  
ENGINEERS P.C. TO  
JORDAN PANEL SYSTEMS  
CORP.'S CROSS-CLAIM**

- against -

WEIDLINGER ASSOCIATES CONSULTING  
ENGINEERS, P.C., CASTRO-BLANCO  
PISCIONERI AND ASSOCIATES, ARCHITECTS,  
P.C., ARQUITECTONICA NEW YORK,  
P.C., JORDAN ASSOCIATES, INC.,  
CERMAK, PETERKA PETERSEN, INC. JORDAN  
PANEL SYSTEMS CORP., TRATAROS  
CONSTRUCTION, INC. and LBL SKYSYSTEMS  
(U.S.A.), INC.,

Third-Party Defendants.

-----X

Defendant, Weidlänger Associates Consulting Engineers, P.C. ("Weidlänger") by their attorneys, Gogick, Byrne & O'Neill, LLP, as and for its Reply to the Cross-Claim of Third-Party Defendant Jordan Panel systems, Corp. ("Jordan"), respectfully alleges and says as follows:

1. Denies the truth of each and every allegation contained in paragraphs "10" and "83" of the Cross-Claim as to answering third-party defendant.

**AS AND FOR AN ANSWER TO FIRST AFFIRMATIVE DEFENSE**

2. The Court lacks subject matter jurisdiction over this controversy.

**AS AND FOR AN ANSWER TO SECOND AFFIRMATIVE DEFENSE**

3. The Cross-Claims fail to state a cause of action against Weidlänger upon which relief may be granted.

**AS AND FOR AN ANSWER TO THIRD AFFIRMATIVE DEFENSE**

4. The Cross-Claim against Weidlänger is barred by

waiver, payment and release.

**AS AND FOR AN ANSWER TO FOURTH AFFIRMATIVE DEFENSE**

5. Jordan is estopped from bringing the Cross-Claim against Weidlinger.

**AS AND FOR AN ANSWER TO FIFTH AFFIRMATIVE DEFENSE**

6. Whatever changes Jordan may have sustained as alleged in the Cross-Claim against Weidlinger, all of which are denied by Weidlinger, were caused in whole or in part by the culpable conduct of Jordan and/or others for whose acts, omissions and/or conduct Jordan is responsible. The amount of damages recovered, if any, shall therefore be diminished in the proportion which the culpable conduct attributable to Jordan bears to the culpable conduct which caused these alleged damages.

**AS AND FOR AN ANSWER TO SIXTH AFFIRMATIVE DEFENSE**

7. The damages alleged in the Cross-Claim against Weidlinger were caused by the culpable conduct of some third person or persons over whom Weidlinger neither had nor exercised control.

**AS AND FOR AN ANSWER TO SEVENTH AFFIRMATIVE DEFENSE**

8. The claims alleged in the Cross-Claim against Weidlinger are barred by the doctrines of waiver and/or laches.

**AS AND FOR AN ANSWER TO EIGHTH AFFIRMATIVE DEFENSE**

9. Weidlinger incorporates by reference each and every of the Affirmative Defenses set forth in its Answer to the Third-

Party Plaintiff's Complaint and realleges same as though fully set forth herein.

**AS AND FOR AN ANSWER TO NINTH AFFIRMATIVE DEFENSE**

10. Jordan's Cross-Claim for contribution is barred since the damages alleged are for economic loss.

**AS AND FOR AN ANSWER TO TENTH AFFIRMATIVE DEFENSE**

11. Jordan's Cross-Claim for indemnification must be dismissed because Jordan is being sued for its active wrongdoing.

**AS AND FOR AN ANSWER TO ELEVENTH AFFIRMATIVE DEFENSE**

Weidlinger reserves the right to rely upon any and all additional defenses which may be disclosed during discovery in this action.

**WHEREFORE**, Weidlinger demands judgment,

- (a) Dismissing the Cross-Claim in its entirety;
- (b) Awarding Weidlinger all attorneys' fees, disbursements and costs incurred in defending this Cross-Claim; and
- (c) Granting such other and further relief as to this Court seems just and proper.

Dated: New York, New York  
May 2, 2008

GOGICK, BYRNE & O'NEILL, LLP  
Attorneys for Third-Party  
Defendants, Weidlinger  
Associates Consulting

Engineers, P.C.

By: /s/Stephen P. Schreckinger  
Stephen P. Schreckinger (4448-SPS)  
11 Broadway, Suite 1560  
New York, New York 10004-1314  
(212) 422-9424

TO:

**DREIFUSS, BONACCI & PARKER, LLP**  
26 Columbia Turnpike, North Entrance  
Florham Park, NJ 17932  
(973) 514-1414  
Attorneys for Plaintiff TRAVELERS CASUALTY  
AND SURETY COMPANY and 3<sup>rd</sup>-Party Defendant/4th-Party  
Plaintiff TRATAROS CONSTRUCTION, INC.

**ZETLIN & DECHIARA, LLP**  
801 Second Avenue  
New York, NY 10017  
(212) 682-6800  
Attorneys for Defendant 3<sup>rd</sup>-Party Plaintiff  
KOHN PEDERSEN FOX ASSOCIATES, P.C.

**HOLLAND & KNIGHT, LLP**  
195 Broadway  
New York, NY 10007  
(212) 513-3484  
Attorneys for Defendant/3rd Party Plaintiff  
THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
and TDX CONSTRUCTION CORP.

**TORRE, LENTZ, GAMMELL, GARY & RITTMMASTER, LLP**  
100 Jericho Quadrangle, Suite 309  
Jericho, NY 11753  
(516) 240-8900  
Attorneys for 4<sup>th</sup>-Party Defendant CAROLINA  
CASUALTY INSURANCE COMPANY

**THELEN REID BROWN RAYSMAN & STEINER LLP**  
875 Third Avenue  
New York, NY 10022  
(212) 603-6756  
Attorneys for 3<sup>rd</sup> -Party Defendant LBL  
SKYSYSTEMS (U.S.A.) INC.

**THE O'BRYAN LAW CENTER**

401 South Woodward, Suite 320  
Birmingham, MI 48009  
(248) 258-6262  
Attorneys for 4<sup>th</sup>-Party Defendant BARTEC INDUSTRIES, INC.

**GOLDBERG SEGALLA, LLP**

170 Hamilton Avenue  
White Plains, NY 10601  
(914) 798-5470  
Attorneys for 4<sup>th</sup>-Party Defendant DAYTON SUPERIOR SPECIALTY CHEMICAL CORP.

**KALB & ROSENFIELD, P.C.**

1470 Bruckner Blvd.  
Bronx, N.Y. 10473  
(718) 328-1610  
Attorneys for 3<sup>rd</sup>-Party Defendant JORDAN PANEL SYSTEMS CORP.

**MOUND, COTTON, WOLLAN & GREENGRAS**

One Battery Park Plaza, 9th Floor  
New York, NY 10004  
(212) 804-4200  
Attorneys for 4<sup>th</sup>-Party Defendant ALLIED WORLD ASSURANCE CO.

**TOMPKINS, McGUIRE, WACHENFELD & BARRY, LLP**

4 Gateway Center, 100 Mulberry Street  
Newark, NJ 07012  
(973) 622-3000  
Attorneys for 4<sup>th</sup>-party Defendant KEMPER INSURANCE CO.

**CARROLL, McNULTY & KULL**

570 Lexington Avenue, 10th Floor  
New York, NY 10022  
(212) 252-0004  
Attorneys for 4<sup>th</sup>-Party Defendant UNITED STATES FIRE INSURANCE CO.

**SEGAL, McCAMBRIDGE, SINGER & MAHONEY**

830 Third Avenue, 4t Floor  
New York, NY 10022  
(212) 651-7500  
Attorneys for 4<sup>th</sup>-Party Defendant SPECIALTY

CONSTRUCTION BRANDS, INC.

**GENNET, KALLMANN, ANTIN & ROBINSON, P.C.**

45 Broadway Atrium

New York, NY 10006

(212) 406-1919

Attorneys for 4<sup>th</sup>-Party Defendant GREAT AMERICAN  
INSURANCE CO.

**MELITO & ADOLFSEN, P.C.**

233 Broadway

New York, New York 10279

Attorneys for 4<sup>th</sup>-Party Defendant ZURICH AMERICAN  
INSURANCE CO.

**GREEN & LAVELLE**

110 William Street, 18th Floor

New York, NY 10038

(212) 266-5880

Attorney for 4<sup>th</sup>-Party Defendant NATIONAL UNION  
FIRE INSURANCE CO.

**MORGAN, MELHUISH, MONAGHAN, ARVIDSON,**

**ABRUNTYN & LISOWSKI**

39 Broadway, 35th Floor

New York, NY 10006

(212) 735-8600

Attorneys for 4<sup>th</sup>-Party Defendant OHIO CASUALTY  
INSURANCE CO.

**RIKER, DANZIG, SCHERER, HYLAND & PERRETTI, LLP**

One Speedwell Avenue, P.O. Box 1981

Morristown, NJ 07962

(973) 451-8447

Attorneys for 4<sup>th</sup>-Party Defendant HARLEYSVILLE  
MUTUAL INSURANCE CO.